Health Care Workers Union, Local 250, Service Employees International Union, AFL–CIO *and* Catholic Pioneer Church d/b/a Trinity House. Case 32–CB–5562

May 26, 2004

DECISION AND ORDER

BY CHAIRMAN BATTISTA AND MEMBERS LIEBMAN AND WALSH

On November 13, 2003, Administrative Law Judge John J. McCarrick issued the attached decision. The Respondent Union filed exceptions and a supporting brief, and the General Counsel filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order as modified.[2]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders the Respondent, Health Care Workers Union, Local 250, Service Employees International Union, AFL–CIO, its officers, agents, and representatives, to take the action set forth in the Order as modified.

1. Insert the following as paragraph 2(a).

"(a) Execute the August 5, 2002 draft collective-bargaining agreement modified to conform to the November 1, 2001 through October 30, 2004 effective dates agreed to by the parties."

2. Substitute the attached notice for that of the administrative law judge.

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

[2] In compiling the comprehensive agreement that it mailed to the Union on August 5, 2002, the Employer erred in failing to include the correct effective dates that had been specifically agreed to by the parties. The judge's recommended Order requiring the Union to sign the August 5 draft failed to correct this technical error. Accordingly, we have modified the judge's recommended Order and notice to accurately reflect the effective dates agreed to by the parties (November 1, 2001, through October 30, 2004).

Dated, Washington, D.C. May 26, 2004

Robert J. Battista,	Chairman
Wilma B. Liebman,	Member
Dennis P. Walsh,	Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist any union

Choose representatives to bargain on your behalf with your employer

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT refuse to execute the terms of the collective-bargaining agreement embodied in the August 5, 2002 draft prepared by Cathedral Pioneer Church d/b/a Trinity House, amended to be effective from November 1, 2001, through October 30, 2004.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL execute the terms of the collective-bargaining agreement embodied in the August 5, 2002 draft prepared by Cathedral Pioneer Church d/b/a Trinity House, amended to be effective from November 1, 2001, through October 30, 2004.

HEALTH CARE WORKERS UNION, LOCAL 250, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL–CIO

Gary M. Connaughton, Esq., for the General Counsel.
Shirley Lee, Esq. (Weinberg, Roger & Rosenfeld), of Oakland, California, for the Respondent.
Treavor K. Hodson, Esq. (Palmer, Kazanjian & Holden), of Sacramento, California, for the Charging Party.

DECISION

STATEMENT OF THE CASE

JOHN J. MCCARRICK, Administrative Law Judge. This case was tried in Sacramento, California, on August 19 and 20, 2003, upon the General Counsel's complaint[1] that alleged Health Care Workers Union, Local 250, Service Employees International Union, AFL–CIO (Respondent) violated Section 8(b)(3) of the Act by refusing to sign an agreed-upon collective-bargaining agreement with Cathedral Pioneer Church d/b/a Trinity House (Employer). Respondent timely denied any wrongdoing.[2] On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the parties, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Employer, a California corporation with an office and place of business in Sacramento, California, has been engaged in the business of operating a skilled nursing facility. During the past 12 months, the Employer, in conducting its business operations, derived gross revenues in excess of $100,000 and purchased and received goods or services valued in excess of $5000 which originated from points outside the State of California. Respondent admits and I find the Employer is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Respondent further admits and I find that it is a labor organization within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. The Facts

1. Introduction

Since 1998, Respondent has been certified as the exclusive collective-bargaining representative of the Employer's employees located at its Sacramento, California facility including:

> Certified nursing assistants, assisted living aides, dietary, maintenance, housekeeping, and laundry department employees and the assistant activity director, excluding all registered nurses, licensed vocational nurses, receptionists, medical records directors, confidential and administrative personnel, guards and supervisors as defined in the Act.

Respondent and the Employer were parties to a collective-bargaining agreement (Agreement) effective November 1, 2000, through October 31, 2001.[3] On October 25, 2001, the parties entered into a contract extension[4] extending the Agreement to November 30, 2001.

The parties entered into negotiations for a successor contract on September 18, 2001. There were a total of 12 bargaining sessions between September 18, 2001, and June 20, 2002.[5] From September 18, 2001, until January 17, 2002, the Employer's chief negotiator was attorney Floyd Palmer (Palmer). After Palmer's death in January 2002, his partner Larry Kazanjian (Kazanjian) became the Employer's chief negotiator on April 3, 2002. Respondent's chief negotiator was Respondent's assistant director, convalescent division, Arnold Sails (Sails). Carol Black (Black), Respondent's field representative assisted Sails. The sole issue for resolution is whether Respondent unlawfully refused to execute an agreed-upon collective-bargaining agreement.

2. The bargaining sessions

a. The initial bargaining

At the parties' first bargaining meeting on September 18, 2001, both parties submitted their proposals.[6] From the outset the Employer sought numerous changes in the Agreement, including elimination of the union-security clause and preamble. At the October 8, 2001 meeting, the Employer submitted a proposed collective-bargaining agreement[7] and the Respondent offered its counterproposals.[8] There were two tentative agreements on jury duty and leave of absence. There was a Federal Mediator at the October 17, 2001 bargaining session. From the Respondent's bargaining notes of October 17,[9] it is clear that all proposals were still on the table. The October 23, 2001 bargaining session resulted in the 1-month contract extension mentioned above. The October 31, 2001 bargaining meeting resulted in no agreements. At the November 9, 2001 session, the Employer presented its last, best, and final offer (LBFO).[10] Respondent told the Employer it would take the LBFO to the membership but would recommend its rejection. The Employer said that if the LBFO was not ratified by December 1, 2001, it would be implemented. The Employer indicated that it was not willing to bargain further if Respondent did not change its position. On November 19, 2001, the membership rejected the Employer's LBFO.

b. The January 2002 bargaining

At the January 11, 2002 bargaining session, Respondent presented a proposal[11] that the parties deal with only four issues: wages, term of agreement, health and welfare, and pension. After Palmer rejected Respondent's proposal, Respondent made a counter-proposal to the Employer's LBFO of November 9, 2001.[12] However, there were no new agreements reached at the January 11, 2002 session.

The January 17, 2002 bargaining session is critical since the Respondent contends that the Employer agreed to drop all outstanding proposals if Respondent would bargain over wages, health and welfare, pension, grievance, access, and term of agreement. Sails stated that during the January 17 meeting, the mediator brought Respondent a proposal from the Employer

[1] At the hearing counsel for the General Counsel moved to amend the complaint at par. 8b to allege June 20, 2002, and par. 9 to allege August 5, 2002. The amendments were granted.

[2] At the hearing Respondent admitted pars. 2(b) and (c), 3, and 5 of the complaint.

[3] GC Exh. 2.

[4] GC Exh. 3.

[5] The parties stipulated the dates of the bargaining sessions were September 18, October 8, 17, 23, and 31, November 9, December 10, 2001, and January 11 and 17, April 3, May 3, and June 20, 2002.

[6] R. Exhs. 4 and 6.

[7] R. Exh. 9.

[8] R. Exh. 8.

[9] R. Exh. 10

[10] GC Exh. 4.

[11] R. Exh. 14.

[12] R. Exh. 16.

that if the Union agreed that only health and welfare, wages, grievance procedure, term of agreement, access, and pension remained on the table for negotiation all other issues would remain as in the expired contract.[13] However, contrary to Respondent's contention in its brief, Black testified that the proposal the mediator brought from the Employer to Respondent was that the Employer would drop all their outstanding proposals if the Union agreed to the Employer's proposed wages, health and welfare, pension, and term of agreement.[14] Black's testimony is corroborated by her contemporaneous handwritten notes of the January 17 bargaining session. The pertinent portion of Black's notes for the January 17 bargaining session provide:

> Mediator w/ ER position:
>
> Willing to drop all if—wages as ER proposes
>
> -disc. griev/access
>
> -ER prop on H & W
>
> -Pension no money toward pension
>
> -term 2 run from date of ratification not Oct. 31, 2001
>
> -HW remain as is for ER
>
> only item w/ discuss per Union proposal is the term w/ their date of ratification[15]

Contrary to Respondent's position stated in its brief, a further notation in Black's January 17 bargaining notes reflects Respondent's position that it would only consider the issues the Employer demanded the Union to concede as proposals:

> Union-No problem w/ dealing w/ these as proposals negotiated by the parties and all other items off the table.[16]

I do not credit Sails version of the Employer's January 17, 2002 proposal. Sails was not credible. He had no independent recollection of the facts and had to have his memory refreshed repeatedly by Respondent's counsel. Moreover, his testimony is contradicted by both Black's testimony and her contemporaneous bargaining notes. Further, the Employer had already rejected a similar proposal from Respondent on January 11, 2002. I find that the Employer proposed that it would drop all their outstanding proposals if the Union agreed to the Employer's proposed wages, health and welfare, pension, and term of agreement.

It is clear from both the Respondent's bargaining notes and from the testimony of Carol Black that the Respondent rejected the Employer's proposal by submitting its own counterproposals[17] on the subjects of wages, health and welfare, term of agreement, and pension.

c. The April, May, and June 2002 bargaining

Due to the death of the Employer's chief negotiator, Floyd Palmer, there was a hiatus in bargaining until April 2002. The parties again met on April 3, 2002, with Kazanjian as the Employer's chief negotiator. Kazanjian reviewed where the parties stood on April 3 and upon which items they had tentative agreements. Kazanjian stated that the November LBFO, as modified by subsequent tentative agreements, was the Employer's bargaining position. While Black stated that Kazanjian said the Employer was still in agreement to bargain only on wages, health and welfare, pension, grievance, access, and term of agreement, there is nothing in her bargaining notes of April 3, 2002,[18] that corroborates her testimony. In fact the Respondent's April 3, 2002 bargaining notes reflect that the Employer consistently stated that their proposals were based on the November 9, 2001 last, best, and final offer.[19] I do not credit Black's testimony.

The next meeting took place on May 3, 2002. The Respondent provided its counterproposals[20] and the Employer presented its handwritten last, best, and final offer.[21] This was not a complete document and referred only to Respondent's last counteroffer. However, the handwritten document indicated that all previous tentative agreements were to be integrated into a final contract to be provided to the Respondent. A list of tentative agreements was prepared.[22]

When Respondent had not received the Employer's May 3, 2002 offer by the morning of May 7, 2002, Black called Kazanjian's office between 9 and 10 a.m. and left a message that Respondent needed the Employer's last, best, and final offer to present to its members for a ratification vote that day. In response, the Employer had the last, best, and final offer hand-delivered to Respondent at about 11:23 a.m. that day.[23] The May 7 last, best, and final offer (LBFO) was a combination of the November 9 LBFO, the counterproposals in the Employer's May 3, 2002 handwritten offer, together with the additional tentative agreements the parties had reached in the interim as reflected in General Counsel's Exhibit 11.

By letter dated May 9, 2002, Respondent advised the Employer that the membership had rejected the Employer's May 7, 2002 LBFO. On May 13, 2002, the Employer advised Respondent that they were at impasse and stated that it would implement the May 7, 2002 LBFO.

Notwithstanding the Employer's position, the parties met again on June 20, 2002, and engaged in bargaining. Respondent presented additional proposals[24] and the parties reached tentative agreement on two additional issues. The Employer indicated it would implement its May 7, 2002 LBFO together with the two new tentative agreements on June 27, 2002. The Respondent agreed to present the May 7 LBFO with the two additional tentative agreements to its membership. At no time during this meeting did either Sails or Black raise any issue about the terms of the Employer's May 7 2002 LBFO.

On June 26 Respondent presented its members with a summary of what it thought was the agreed-upon terms of the collective-bargaining agreement.[25] However, the terms of agreement presented to the members were markedly different from that which Respondent had agreed on in bargaining. On July 1,

[13] Tr. at 274.
[14] Tr. at 186–187 and 256–259.
[15] R. Exh. 17 at 1.
[16] Id. at 2.
[17] R. Exh. 18 and GC Exh. 5.
[18] R. Exh. 19.
[19] Id.
[20] GC Exh. 6.
[21] GC Exh. 9.
[22] GC Exh. 10.
[23] GC Exhs. 11 and 12.
[24] R. Exhs. 15 and 16.
[25] R. Exh. 22.

2002, Respondent advised the Employer that the membership had ratified the Employer's offer. On August 5, 2002, the Employer forwarded to Respondent the proposed collective-bargaining agreement consisting of the Employer's May 7 LBFO together with the two tentative agreements reached on June 20.[26]

Having received no signed agreement from Respondent, on October 2, 2002, the Employer sent Respondent another copy of the August 5, 2002 proposed agreement. However, Respondent failed to execute the agreement.

There was no contact from Respondent until December 6, 2002, when Respondent sent its version of the collective-bargaining agreement to the Employer, which included inter alia a union-security clause.[27] By letter dated December 18, 2002, the Employer advised Respondent that its version of the collective-bargaining agreement was unacceptable and did not represent the agreement the parties had reached and which was ratified by Respondent's members.

The parties met on January 30, 2003, to discuss differences between the two draft agreements. Sails said he was there to negotiate a contract. Kazanjian said that there had been a last, best, and final offer agreed to by the parties and there were no further negotiations to be had. He left the meeting. There have been no further negotiations and Respondent has not executed the August 5, 2002 draft agreement.

B. The Analysis

The General Counsel and the Charging Party contend that Respondent refused to execute the August 5, 2002 draft agreement after reaching a clear and unambiguous assent to the Employer's last offer. Respondent contends that there is no contract because there was no "meeting of the minds" by the parties concerning the terms of the August 5, 2002 agreement.

1. The law

Section 8(d) of the Act requires parties to bargain in good faith, which includes "the execution of a written contract incorporating any agreement reached if requested by either party." Either an employer or a labor organization violates the Act if it refuses to sign a collective-bargaining agreement incorporating terms agreed to by the parties during negotiations. *H. J. Heinz Co. v. NLRB*, 311 U.S. 514 (1941); *Hospital Employees Local 1199 (Lenox Hill Hospital)*, 296 NLRB 322 (1989).

The question of whether the parties had reached agreement on June 20, 2002, as embodied in the August 5, 2002 draft agreement depends on whether they reached a "meeting of the minds" on the terms of the August 5 draft document. *Diplomat Envelope Corp*., 263 NLRB 525, 535–536 (1982); and *Ebon Services*, 298 NLRB 219, 223 (1990). Subjective misunderstandings or misunderstandings as to the meaning of terms which have been agreed to are irrelevant, provided that the terms themselves are unambiguous judged by a reasonable standard. *Ebon Services*, supra. The Board is not strictly bound by the technical rules of contact law in deciding whether, in light of all the circumstances, the employer and the union have arrived at an agreement, which must be reduced to writing and executed by the parties. *Kelly's Private Car Service*, 289 NLRB 30 (1988).

It is well established that the formation of a binding contract may be affected by a mistake. Thus, a contract may be avoided on the ground of mutual mistake of fact where the mistake is common to both parties and by reason of it each has done what neither intended. 17 Am.Jur. 2d, § 146 at 490.

If the situation herein is viewed as one of unilateral mistake, then there is considerable authority to the effect that if in the expression of the intention of one of the parties to an alleged contract, there is error, and that error is unknown to, and unsuspected by, the other party, that which was so expressed by the one party and agreed to by the other is a valid and binding contract, which the party not in error may enforce. In other words, a party to a contract cannot avoid it on the ground that he made a mistake where there has been no misrepresentation, there is no ambiguity in the terms of the contract, and the other contractor has no notice of such mistake and acts in perfect good faith. 17 Am.Jur. 2d, § 146 at 492–493.

The Board has held that rescission for unilateral mistake is, for obvious reasons, a carefully guarded remedy reserved for those instances where the mistake is so obvious as to put the other party on notice of an error. *Apache Powder Co.*, 223 NLRB 191 (1976).

2. The discussion

I am persuaded, after reviewing the law applicable to the facts of this case that the General Counsel has established that the parties had a "meeting of the minds" and reached agreement on the terms and conditions of a collective-bargaining agreement on June 20, 2002. In reaching my conclusion I note that both parties were represented by skilled negotiators, that the parties had the assistance of a mediator at many sessions and that the parties exchanged written proposals and counterproposals. It is clear that at all times from November 9, 2001, on, the Employer negotiated from its LBFO as modified by subsequent tentative agreements, including the May 7, 2002 LBFO. The June 20, 2002 agreement, as embodied in the August 5, 2002 draft document, represented the parties' final agreement, which Respondent's membership ratified.

The January 17, 2002 bargaining session is the lynchpin of Respondent's defense that there was no agreement reached. Respondent argues that there was no "meeting of the minds" concerning a collective-bargaining agreement since the Union agreed at the January 17 session that only specific topics would be "on the table" for negotiations and that all other issues would remain as they were in the previous Agreement. Hence, Respondent argues it believed that the Employer's May 7 LBFO, other than the items dealing with wages, health and welfare, pension, and term of agreement, included all other terms as provided in the previous Agreement. However, this position is not supported by the evidence.

Respondent's bargaining notes reflect that the Employer's January 17 proposal made the Union's acceptance of the Employer's terms for wages, health and welfare, pension, and term of agreement the quid pro quo for the Employer dropping all of its other proposals. It is not credible to argue that the Employer acquiesced to all of Respondent's other proposals in exchange for Respondent's mere promise to bargain regarding wages, health and welfare, pension, grievance, access, and term of agreement. The Employer would have gained nothing from this position. On January 12, 2002, the Employer's had just rejected Respondent's proposal to bargain only the issues of wages, term of agreement, health and welfare, and pension. It was Respondent who rejected the Employer's offer to limit bargaining by refusing to accept the Employer's terms regard-

[26] GC Exh. 18.
[27] GC Exh. 19.

ing wages, health and welfare, pension, and term of agreement. There was no confusion or misunderstanding on the part of Respondent regarding the issues that were on the table. Moreover, the Employer has consistently taken the position that it was bargaining from the terms of the November 9 LBFO, a comprehensive set of proposals that changed many of the provisions of the previous Agreement. The Employer reiterated at the April 3, 2002 bargaining session that its position on the issues was the November 9 LBFO. Again Respondent can have no reasonable doubt that the Employer's position on May 3, 2002, as embodied in its May 7 LBFO, included numerous changes to the previous Agreement. Since May 7, 2002, Respondent had in its possession a comprehensive draft document that represented the Employer's last, best, and final offer, which modified substantial portions of the previous Agreement. The agreement reached on June 20, 2002, and ratified by Respondent's members, represented the May 7 LBFO together with two additional tentative agreements. At no time from May 7 until December 6, 2002, did Respondent dispute the terms of the draft agreements the Employer provided. I find that the terms of the Employer's final offer of June 20 are clear and unambiguous.

Moreover, there is no evidence that there was either a mutual or unilateral mistake as to the terms of the June 20 agreement. The evidence establishes that the Employer's final offer to Respondent on June 20 was clear and unambiguous. There was no basis for a mutual misunderstanding as to the Employer's final offer. There was no fact or issue upon which both Respondent and the Employer were in error nor did both do what neither intended. The Employer made no mistake concerning the terms of its final offer. Assuming arguendo there was a misunderstanding, it was unilateral on the part of Respondent. However, Respondent has no basis to argue its mistake voided the contract since there was no misrepresentation by the Employer, no ambiguity in the terms or the Employer's final offer, no notice to the Employer of Respondent's misunderstanding until months after the membership ratified the agreement and no evidence that the Employer acted in bad faith. Respondent's misunderstanding was based on its subjective misunderstanding of the contents of the Employer's offer unknown to the Employer and not on its face so palpable as to put a person of reasonable intelligence on their guard. *Apache Powder Co.*, supra at 195.

On the basis of the foregoing, I conclude that Respondent has violated Section 8(b)(3) of the Act by refusing to execute the August 5, 2002 agreement.

CONCLUSIONS OF LAW

1. Cathedral Pioneer Church d/b/a Trinity House is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Health Care Workers Union, Local 250, Service Employees International Union, AFL–CIO is a labor organization within the meaning of Section 2(5) of the Act.

3. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

> All full time and regular part-time certified nursing assistants, assisted living aides, dietary, maintenance, housekeeping, and laundry employees, and assistant activity directors employed by the Employer at its 2701 Capital Avenue, Sacramento, California facility; excluding all other employees, registered nurses, licensed vocational nurses, receptionists, medical records directors, guards and supervisors as defined in the Act.

4. At all times material, Respondent has been the exclusive representative of all the employees in the above-described unit for the purpose of collective bargaining within the meaning of Section 9(a) of the Act.

5. By refusing since on or about August 5, 2002, to execute the agreed-upon collective-bargaining agreement embodied in the August 5, 2002 draft document, Respondent has been, and is engaging in, unfair labor practices within the meaning of Section 8(b)(3) of the Act.

6. The unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondent has engaged in unfair labor practices within the meaning of Section 8(b)(3) of the Act, I shall recommend it cease and desist therefrom and take certain affirmative action designated to effectuate the policies of the Act. Respondent shall be ordered to execute the August 5, 2002 draft agreement.

On these findings of fact and conclusions of law, I issue the following recommended[28]

ORDER

Health Care Workers Union, Local 250, Service Employees International Union, AFL–CIO, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to execute the August 5, 2002 draft collective-bargaining agreement.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Execute the August 5, 2002 draft collective-bargaining agreement.

(b) Within 14 days after service by the Region, post at its union office in Sacramento, California, copies of the attached notice marked "Appendix."[29] Copies of the notice, on forms provided by the Regional Director for Region 32, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that during the pendency of these proceedings, Respondent has gone out of business or closed its offices, Respondent shall duplicate and mail, at its own expense, a copy of the notice to

[28] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[29] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

all current and former employees employed by the Employer at any time since February 3, 2003.

(c) Sign and return to the Regional Director sufficient copies of the notice for posting by the Employer, if willing, at all places where notices to employees are customarily posted.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps Respondent has taken to comply.

Dated, November 13, 2003, San Francisco, California.

APPENDIX

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

WE WILL NOT refuse to execute the terms of the collective-bargaining agreement embodied in the August 5, 2002 draft prepared by Cathedral Pioneer Church d/b/a Trinity House.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL execute the terms of the collective-bargaining agreement embodied in the August 5, 2002 draft prepared by Cathedral Pioneer Church d/b/a Trinity House.

HEALTH CARE WORKERS UNION, LOCAL 250, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL–CIO